

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-HQ-04-11043/0005		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-04-11043	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-04-11043
			✓	9B. DATED (SEE ITEM 11) 07/02/04
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This amendment is to provide updated clause information as follows:

1. Change in B.4.C Travel
2. Excluded H.30 Drug-Free Workforce
3. Background Check is Replaced with Aug 2004 version
4. Replaced Drug Testing with Aug 2004 version
5. 52.202-1 Version Change
6. 52.244-6 Version Change

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "FIXED RATES FOR LABOR AND EQUIPMENT, AND OTHR DIRECT COSTS" has been modified. The text is as follows:

A. LABOR

(1) The fixed rates for labor and equipment specified in clause B.1 are inclusive of all expenses including, personnel time spent in travel, report preparation, clerical support, salaries, overhead, general and administrative expenses and profit. The "Fixed Hourly Rates" shall be charged for the first 40 hours worked by an employee during any 7-day calendar week.

Overtime rates shall apply for work in excess of 40 hours per any 7 day calendar week except for exempt (salaried) employees. Notwithstanding clause G.4, PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APRIL 84); all overtime work must be approved in advance by the Contracting Officer or the On-Scene coordinator.

(2) Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed.

(3) When an individual employee's normally assigned category of labor is different than the function he is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing, (i.e., a Chemist who is performing the duties of a Cleanup Technician shall be charged at the fixed rate for a Cleanup Technician during the period of time he or she is performing these duties). The employee must meet the qualifications set forth under this contract for the labor category being performed.

(4) In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the contractor or the control of the Government, EPA will not reimburse the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site.

(5) Time in travel is not an allowable direct charge at any time to this contract including mobilization and demobilization to and from the site.

B. HOLIDAY TIME

The Government recognizes the following days as holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Thanksgiving day	Independence Day
Memorial Day	Christmas Day

Notwithstanding the provisions of clause G.4, PAYMENTS--FIXED-RATES SERVICES

CONTRACT, all holiday work must be approved in advance by the Contracting Officer or the OSC. The contractor may invoice the Government at the straight time rate if he pays his employees on a straight time basis for work conducted on any of the holidays listed above. If the contractor pays his employees overtime, he may invoice the Government at the overtime rates.

C. TRAVEL

(1) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation sub part 31.205-46, TRAVEL COSTS. Travel expenses include costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in the performance of this contract. Travel expenses may be allowable for each employee required on-site if the work site is in excess of a fifty (50) mile radius from the individual's place of employment or residence and time-in-travel status exceeds 12 hours per day. In the performance of necessary travel allocable to a particular task order, the Contractor shall use the least expensive means available to the extent consistent with the emergency nature of the required response times of each removal action. Reimbursement of travel expenses by EPA will be consistent with the Federal Travel Regulations (FTR), applicable cost principles and subject to the following:

Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. **Costs exceeding the maximum per diem rates require advance approval by the Contracting Officer or On-Scene Coordinator.**

NOTE: The FTRs include a daily ceiling amount that is not to be exceeded. Within that total "daily" amount, there are two separate ceilings (one for per diem and one for lodging) that also cannot be exceeded. For example, if a city has a daily total allowable travel amount listed at \$100 - consisting of \$75 for lodging and \$25 for meals and incidental expenses (M&IE) - the allowable costs for lodging shall not exceed \$75 and the allowable costs for M&IE shall not exceed \$25. Documentation to support actual costs incurred shall be in accordance with the contractor's established practices; however, notwithstanding the contractor's policy, a receipt is required for an expenditure in excess of \$75.00. Thus, lodging costs will be reimbursed by EPA for only actual costs incurred and paid by the contractor up to the ceiling established in the FTRs. Consistency shall be maintained between the 1900-55s and invoicing procedures for audit verification purposes. The Contractor shall document employee receipt of these allowances.

(2) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bonafide employees travel that are otherwise reimbursable as a direct cost pursuant to this contract and when use of such rates results in the lowest overall cost. The contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

D. EQUIPMENT

Equipment rates for contractor-owned equipment constitute rental charges to the Government for use of items of equipment and include all shipping and transportation charges to and from the site. The fixed daily rates listed in clause B.1 are allowable charges for each work day or part thereof, that a piece of equipment is assigned to the contract and at the site. Such rates include all costs associated with the equipment including transporting the equipment to and from the site but exclusive of operators and fuel, unless otherwise specified. All equipment must be provided in good working order. Routine maintenance and any repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Thus, no charges shall be made to the Government for repairs, maintenance or labor costs/hours performed on or off-site.

The daily rate for equipment shall not be an allowable charge to the contract when the equipment is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, repairs and time lost awaiting shipment for the convenience of the contractor. The contractor shall pro-rate the daily charge so that the Government is not charged for equipment downtime. For each hour that equipment is in downtime, the daily rate shall be reduced by 1/10th. All equipment usage must be pre-approved by the OSC. Once provided, the Contractor may elect to substitute identical equipment types for what is already on-site at no additional cost to the Government.

When the contractor elects to remove an item of equipment from the site during the period of the task order, such removal shall be permitted, subject to the consent of the OSC, provided that the equipment is returned to its location for use when required by the OSC. No charges shall be incurred by the Government while the equipment is off-site.

If after the OSC informs the contractor that equipment is no longer needed at the site and the contractor elects for his own convenience to store the equipment at the site, the equipment shall not be charged to the contract.

The contractor shall coordinate with the OSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle-time.

Where items of equipment are shared at concurrent or consecutive removal actions between two or more sites on the same day, the contractor shall pro-rate the daily rate based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal action sites are defined as sites within a 100 mile radius of the original site.

E. OTHER DIRECT COSTS

(1) All other charges determined to be payable under a task order on this contract will be treated in accordance with the clause entitled PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APR 84).

(2) The contractor agrees that except for shipping costs to and from the site, the following items will not be allowable direct costs to the contract:

Cascade Systems
Additional SCBA Bottles
Additional SCBA Tanks
Full Face Respirators
Half Face Respirators
Hard Hats
Oil, Grease, etc. (necessary for operation of equipment)
Hand Tools (including non-sparking)
Drum/Barrel Punch (small for sampling)
Drum Barrel Punch (large for emptying drums or barrels)
Welding Stand
Sampling Tools (i.e. stainless steel pails, pans, and trowel) Portable Eye Wash
Cutting Torch
Chain Saw
Laundry Soap, Bath Soap, and Shampoo.
Maintenance Vehicle/Truck
Barrel Cart
Metal Detector
pH Meter
pH Paper
Trash Bags
Egress Systems
Ladders

Personal Protective Items as follows:

Coveralls
Chemical Resistant Steel Toe and Shank Boots
Long cotton underwear
Fully encapsulating chemical resistant suit
Escape mask
Face shield for hard hat
Nose cup
One or two-piece chemical splash suit
Outer gloves, chemical resistant

F. ADVANCE APPROVAL

All Task Order costs must be approved in advance by the OSC and costs must be incurred by the contractor as a precondition to Government payment. As provided for in EPAAR 1552.232-73, PAYMENTS--FIXED-RATE SERVICE CONTRACT.

2. The Section H clause entitled "BACKGROUND CHECK FOR CONTRACT EMPLOYEES PERFORMING RESPONSE SERVICES (AUG 2004)" has been added. The text is as follows:

BACKGROUND CHECKS FOR CONTRACT EMPLOYEES PERFORMING RESPONSE SERVICES (XX 2004)

(a) The requirements of this clause apply to the successful awardee(s).

(b) *Definitions.* For purposes of this clause, the following definitions apply:

(1) *Sensitive Site:* A "Sensitive Site" is a site that the Environmental Protection Agency (EPA) determines to have significant security concerns. Examples of sites that would be considered sensitive are sites that involve law enforcement activities, apparent or suspected terrorist activities, any indoor cleanups (including household residences), drug lab cleanups, and response actions at geographically sensitive locations such as military installations and government buildings.

(2) *Suitability Criteria:* "Suitability Criteria" is the Government established criteria that identifies pertinent information obtained through background checks used to identify character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract or subcontract for EPA, without undue risk to the interests of the Government and the public.

(c) *Contractor Responsibility:* Contractors are responsible for performing background checks and applying the Government's suitability criteria, identified in paragraph (e)(2) of this clause, on every employee before the individual employee(s) may perform on-site contract services for the EPA. Contractors shall provide only those employees that meet the Government's suitability criteria identified in paragraph (e)(2). Background checks must be performed only once by the successful awardee for the period of performance of the contract.

(d) *Background Check.* Contractors are responsible for conducting background checks on every employee participating on-site in a response action under the contract. The coverage of the background check must include, at a minimum, a check of the criminal history through national, state, and county law enforcement jurisdictions. Additionally, the check must provide sufficient information to permit the contractor to apply the Government's suitability criteria.

(e) *Suitability Methodology and Agency Criteria.* (1) EPA has established a two tier suitability methodology. The first set of Agency suitability criteria, provided in paragraph (e)(2)(i) below, apply to contract employees at Sensitive Sites. The second set of Agency criteria in paragraph (e)(2)(ii), apply to contract employees working at "All Other Response Sites." An event will be designated as a "Sensitive Site" by the Contracting Officer in the contractual tasking document, or by the On-Scene Coordinator, as the situation warrants.

(2) The following are the suitability criteria for the two tiers.

(i) Sensitive Sites:

- Must be a U.S. citizen,
- No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United

States, intelligence or counterintelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.

- No weapons offense in the last ten (10) years,
- No felony conviction in the last seven (7) years,
- No misdemeanor conviction in the last five (5) years,
- No convictions for three (3) separate offenses in the last ten (10) years (excluding traffic offenses),
- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: www.epls.gov

(ii) All Other Response Sites:

- Can be a non U.S. citizen with a valid visa,
- No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counterintelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- No weapons offense in the last five (5) years,
- No felony conviction in the last three (3) years,
- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: <http://epls.gov>

(f) *Waivers.* (1) Contracting Officers, on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause if they determine, in writing, that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect the Government's interests.

(2) If an employee's background check does not meet the suitability criteria in paragraph (e) (2), but the contractor wants the employee to work on the response site, the contractor must apply for a waiver. To initiate the waiver process, the contractor must submit, in writing, the background report on the employee and an explanation of the need for the employee for further review and approval by the Agency before the employee performs contract services for EPA. The contracting officer will notify the contractor of the Agency decision within five (5) days of receipt of the contractor's request for a waiver. The contractor shall submit its request to the Director, Superfund/RCRA Regional Procurement Operations Division at:

By Mail:

U.S. Environmental Protection Agency
 Director, Superfund/RCRA Regional Procurement Operations Division
 Mail Code 3805R
 1200 Pennsylvania Avenue, NW
 Washington, DC 20460

By Courier/Hand Carried:

U.S. Environmental Protection Agency
Director, Superfund/RCRA Regional Procurement Operations Division
Bid and Proposal Room
Ronald Reagan Building, 6th floor, Room 61107
1300 Pennsylvania Avenue, NW
Washington, DC 20004
The Bid and Proposal Room hours of operation are 8:00 AM - 4:30 PM
weekdays, except Federal holidays.

(g) *Employee Removal.* Whenever a contractor becomes aware that any employee working at a response location under an EPA contract commits a criminal act or otherwise becomes ineligible for performance under the suitability criteria, the contractor shall immediately remove that employee from the site, notify the Contracting Officer that such a removal has taken place, and replace the employee with a qualified substitute, at no additional cost to the Government.

(h) *Contractor Notification.* Prior to commencement of contract performance, the contractor shall notify the contracting officer, in writing, that the background checks and application of the suitability determination criteria, as set forth in paragraph (e) (2) above, have been completed for affected individuals.

(i) *Flowdown Provision.* The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

(j) *Current Background Checks.* Background checks performed within one (1) year prior to the date of contract award may be utilized to fulfill the requirements of this clause. Contractors may utilize the recent background checks to apply the suitability criteria and make a determination whether an individual is acceptable for performance.

(k) *Record Retention.* Contractors are required to maintain records of background checks for four (4) years, and to make them available to the Government upon request.

(l) *Review of Contractor Files.* Periodically, EPA will review contractor background check files to verify compliance with this clause and application of the Agency's suitability determination criteria under paragraph (e), above.
(End of clause)

3. The Section H clause entitled "EP-S-04-03 DRUG-FREE WORKFORCE (MAY 2004)" has been deleted.

4. The Section H clause entitled "DRUG TESTING" has been modified. The text is as follows:

DRUG TESTING (AUG 2004)

(a) The requirements of this clause apply to contractors who will perform on-site response work and on-site related activities at sites that have significant security concerns, where the Agency's and public's interests would

best be protected through drug testing of contractor employees. The Contracting Officer or On-Scene Coordinator will designate significant security concerns in the contractual tasking document as the situation warrants. Paragraph (d) of this clause requires the CO to identify prime contractor site(s). This clause applies to all subcontracts under this contract.

(b) Definitions. As used in this clause, the terms "controlled substance", "employee", and "directly engaged" are as defined in FAR 23.503. A site with significant security concerns is a site that the Environmental Protection Agency (EPA) determines to have significant security concerns. Examples of sites that would be considered sensitive are sites that involve law enforcement activities, apparent or suspected terrorist activities, any indoor cleanups (including household residences), drug lab cleanups, and response actions at geographically sensitive locations such as military installations and government buildings.

(b) (1) The Contractor shall ensure that every employee who performs on-site response work and on-site related activities at sites that have significant security concerns is tested for the presence of marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), and any other controlled substances. This is to ensure that Contractor employees are mentally alert and possess the physical attributes (e.g., stamina, agility, visual acuity) required to perform the assigned tasks safely. Paragraph (c) identifies or describes the on-site field staff employees and on-site project support staff who must be tested by the Contractor for the presence of marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), and any other controlled substances. Only those contractor employees who have been tested within the previous 90 calendar days may be directly engaged in on-site response work and/or on-site related activities at designated sites with significant security concerns. If an employee has not had a successful drug screening within the previous 90 day period prior to being called to a designated site with significant security concerns, the employee must immediately submit to drug testing as described in paragraph (2) prior to beginning work on the site. If the drug test is positive and the contractor determines that an employee used a controlled substance in violation of applicable law or regulation, the contractor shall not permit the employee to engage directly in any response work or related activity.

(2) If directed by the Contracting Officer, the Contractor shall have drug tests conducted on employees who are currently directly engaged in on-site response work or on-site related activities at designated sites with significant security concerns. Employees who refuse to take the test will be prohibited from performing any on-site clean-up and/or on-site related activities at the site. Employees who do not take or fail the test will be prohibited from performing any on-site response and/or on-site related activities under the contract. Criteria for reinstatement to the contract shall be discussed and agreed upon by the contractor and the Contracting Officer. Employees to be assigned in the future to perform on-site response and/or on-site related activities at designated sites with significant security concerns must test negative for the presence of the specified controlled substances prior to being assigned by the Contractor to perform such work.

(3) The drug tests performed on the contractor employees shall conform to the Mandatory Guidelines for Federal Workplace Drug Testing Programs first published by the Department of Health and Human Services in the Federal Register on April 11, 1988 (53 FR 11979, and revised on June 9, 1994 (59 FR 29908), on November 13, 1998 (63 FR 63483), and on April 13, 2004 (69 FR 196440); and Procedures for Transportation Drug Testing Programs, 49 CFR Part 40. References to "DOT " shall read, as "EPA" and the split sample method of collection shall be used.

(c) The contractor personnel who must be tested for controlled substances are [insert names or describe labor categories in the specific tasking instrument].

(d) The Contractor shall insert a clause substantially the same as this clause, including this paragraph (d), in all subcontracts in which work is to be performed at or related to [Fill in name of site in the specific tasking instrument].

(End of clause)

5. The Section I clause entitled "DEFINITIONS (FAR 52.202-1) (JUL 2004)" had the version changed. It has been incorporated by reference.

6. The Section I clause entitled "SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (JUL 2004)" had the version changed. The text is as follows:

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans,

Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.